

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>Offeror to Complete Blocks 12, 17, 23, 24, & 30</i>					1. Requisition Number 72930		PAGE 1 OF 25			
2. Contract No. DE-AF65-06WG72930		3. Award/Effective Date		4. Order Number		5. Solicitation Number DE-RQ65-06WG72930		6. Solicitation Issue Date June 19, 2006		
7. For Solicitation Information Call:		a. Name Lary A. Martin LMARTIN@WAPA.GOV				b. Telephone Number (No collect calls) (602) 605-2646		8. Offer Due Date/Local Time July 14, 2006 / 12:00 PM		
9. Issued By U.S. DEPT OF ENERGY WESTERN AREA POWER ADMIN 615 S 43rd AVENUE PHOENIX, AZ 85009-5313		Code G1500		10. This Acquisition is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set-Aside 100 % for <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> HubZone Small Business <input type="checkbox"/> 8(A) NAICS: 321999 Size Standard: 500		11. Delivery for FOB Destination Unless Block is Marked. <input checked="" type="checkbox"/> See Schedule		12. Discount Terms		
						13a. This contract is a rated order under DPAS (15 CFR 700)				
						13b. Rating				
						14. Method of Solicitation <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
15. Deliver To WESTERN AREA POWER ADMINISTRATION 615 SOUTH 43RD AVENUE PHOENIX, AZ 85009				Code PAO-WHSE		16. Administered By U.S. DEPT OF ENERGY WESTERN AREA POWER ADMIN 615 S 43rd AVENUE PHOENIX, AZ 85009-5313				
17a. Contractor/Offeror DUNS: Telephone No. TIN:				Code Facility Code		18a. Payment Will Be Made By Western Area Power Administration Accounts Payable – A8210 P.O. Box 281111 Lakewood, CO 80228-8111				
17b. Check if Remittance is Different and Put Such Address in Offer. <input type="checkbox"/>				18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. <input type="checkbox"/> See Addendum.						
19. CONTRACT LINE ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		
		SEE PAGE 2								
25. Accounting and Appropriation Data						26. Total Award Amount (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached		<input type="checkbox"/> 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached								
<input checked="" type="checkbox"/> 28. Contractor is required to sign this document and return 1 copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.				29. Award of Contract: Reference _____ Offer Dated _____. Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:						
30a. Signature of Offeror/Contractor				31a. United States of America (Signature of Contracting Officer)						
30b. Name and Title of Signer (Type or Print)				30c. Date Signed		31b. Name of Contracting Officer (Type or Print)			31c. Date Signed	
32a. Quantity in Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted, and Conforms to the Contract, Except as Noted: _____										
32b. Signature of Authorized Government Representative				32c. Date		32d. Printed Name and Title of Authorized Government Representative				
32e. Mailing Address of Authorized Government Representative						32f. Telephone Number of Authorized Government Representative				
						32g. E-mail of Authorized Government Representative				
33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number		35. Amount Verified Correct For		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number		
38. S/R Account Number		39. S/R Voucher Number		40. Paid By						
41a. I certify this account is correct and proper for payment				41b. Signature and Title of Certifying Officer		41c. Date		42a. Received By (Print)		
								42b. Received At (Location)		
						42c. Date Rec'd (YY/MM/DD)		42d. Total Containers		

SCHEDULE Continued

CONTRACT LINE ITEM NO.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	POLE, WOOD, 100', CLASS 2, SPEC. TT-W-571C	5	EA		
0002	POLE, WOOD, 50', CLASS 2, SPEC. TT-W-571C	10	EA		
0003	POLE, WOOD, 60', CLASS 2, SPEC. TT-W-571J	19	EA		
0004	POLE, WOOD, 65', CLASS 2, SPEC. TT-W-571J	20	EA		
0005	POLE, WOOD, 70', CLASS 2, SPEC. TT-W-571J	20	EA		
0006	POLE, WOOD, 75', CLASS 2, SPEC. TT-W-571C	6	EA		
0007	POLE, WOOD, 85', CLASS 2, SPEC. TT-W-571C	2	EA		
0008	POLE, WOOD, 95', CLASS 2, SPEC. TT-W-570	4	EA		
0009	UNLOADING POLES	86	EA		
	DELIVERY TO BE FOB DESTINATION WITHIN CONSIGNEE'S PREMISES ON OR BEFORE AUGUST 18, 2006				
				TOTAL FOR CONTRACT	

(c) Contract Clauses

The clauses applicable to this effort, as listed in the Federal Acquisition Regulation (FAR) and supplements thereto, are incorporated herein by reference and in full text. Those incorporated by reference have the same force and effect as if they were given full text.

**1. 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS
(SEPT 2005)**

Addendum to 52.212-4:

**2. 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)
(IAW FAR 44.403)**

**3. 52.247-35 F.o.b. Destination, Within Consignee's Premises
(Apr 1984)**

**4. LG.0000-0010 APPOINTMENT OF CONTRACTING OFFICER'S
REPRESENTATIVE (COR) AND ALTERNATE COR (WAPA 1/96)**

The following duties have been assigned to Dave Gedlinske, who is appointed COR, and to Catherine Castle, who is appointed Alternate COR. The COR and Alternate COR shall prepare memorandums for record (MFR) of all meetings, trips, and telephone conversations relating to this contract. Each MFR, other similar records, and all correspondence relating to the contract shall cite the contract number. The COR and Alternate COR duties are as follows:

(a) Monitor technical compliance. Ensure that the contractor complies with all technical requirements of the work as defined in the scope of work and specifications including the submission of reports, data, documentation, etc. In this connection:

(1) Inform the CO, in writing, of any performance failure by the contractor.

(2) Inform the CO if it is evident the contract will not be completed according to schedule.

(3) Ensure that the Government meets its contract obligations to the contractor. This includes, but is not limited to, Government- furnished equipment and services called for in the contract, and timely Government comment on or approval of contract deliverables as may be required by the contract.

(4) Inform the CO, in writing, of any needed changes in the narrative scope of work as contained in the contract, either those initiated by the COR, the Alternate COR, or the contractor. Proposed revisions to the scope of work which result in monetary changes to the contract must be accompanied by a procurement request. Contract changes which do not involve funds may be requested by memorandum to the CO.

(5) Issue technical directions.

(b) Monitor administrative tasks and fund expenditures (If support service contract).

(1) Notify the CO and the appropriate budget personnel immediately of any indication that the cost to the Government for completing performance under the contract will exceed the amount stated in the contract, or of any indication that costs are being incurred which are not appropriately chargeable to the contract.

(2) Review and concur on payment vouchers regarding the percent of technical completion for items or services accepted under the contract (in accordance with contract provisions or local procedures, as appropriate).

(3) Review and concur with the final payment voucher; i.e., the items or services accepted under the contract in accordance with contract provisions or local procedures, as appropriate.

(4) Notify the CO immediately of the contractor's failure (1) to provide or deliver any required supplies, equipment, or services (including submission of plans or drawings) or (2) to make progress on construction contracts consistent with agreed upon progress schedules.

(5) Review contractor requests for training and travel and approve or disapprove, as appropriate. Monitor travel and training expenses submitted by the contractor.

(c) Monitor property management (If Applicable).

(1) As requested by the CO, review and comment on the contractor's request for Government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.

(2) As requested by the CO, review and comment on the contractor's request for consent to purchase of supplies, materials, and equipment and forward the request to the CO for disposition.

(d) Resolve technical differences. Assist the contractor in interpreting technical requirements of the contract's scope of work. All technical questions arising out of the contract which cannot be resolved without increasing costs, alterations or changes to the contract scope, or the incurrence of unresolvable differences should be reported in writing to the CO. The report should contain the facts and recommendations.

(e) Assist in the closeout of the contract. Upon completion of the work, forward to the CO a written statement attesting to the contractor's completion of technical performance under the contract, delivery and acceptance of all goods and services for which inspection and acceptance are herein delegated, and a statement as to the contractor's performance of the contract.

(f) In the performance of their duties, the COR and the Alternate COR are NOT authorized to:

(1) Negotiate terms or make any agreements or commitments with the contractor which modify the contract provisions or the scope of work.

(2) Direct, redirect, or assign work outside the scope of work or take any action which would constitute a change as defined in the changes clause.

(3) Cause an increase or decrease in the total contract price, estimated cost, the fixed fee (if any), or the time required for contract performance.

(4) Interfere with the contractor's right to perform under the terms and conditions of the contract.

(g) The authority and responsibilities as a COR or an Alternate COR are individually delegated and may not be redelegated. If the COR or Alternate COR are absent or otherwise not available and technical direction is required to be issued to the contractor, the only other person who is authorized to issue such direction is the CO. No person other than the CO is authorized to sign a technical direction letter for the COR, nor can anyone acting in the official duty position assume COR authority.

5. WH.0004-0001 FOREIGN VISITORS AND CONTRACT EMPLOYEES (WAPA, MAY 2005)

The Contractor must receive prior, written approval from the appropriate Western Security Manager (WSM) before any non-U.S. Citizens (Foreign Nationals) visit or work at any Western Area Power Administration (Western) facility. The Contractor must certify in writing that:

1) each of their employees working under this contract that may visit or be assigned to work at any Western facility is a U.S. Citizen, or;

2) the Contractor shall provide an accurately completed Foreign National Data Card, WAPA Form 3000-72, Attachment D, for each of their Foreign National employees that may visit or work at any Western facility. The Contractor shall forward the completed Form to the COR at least 45 days in advance of each Foreign National employee's visit or their beginning of work. Foreign National employees shall not be allowed on-site at any Western facility without prior approval of the cognizant WSM. Circumstances which do not allow a 45 day notification require prior, written approval of the cognizant WSM. The Contractor shall include this requirement in any subcontract it issues under this contract. Western reserves the right to remove any contract employee from Western's property pending the conclusion of the Foreign National background check.

6. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Reserved]

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

— (ii) Alternate I (Oct 1995) of 52.219-6.

— (iii) Alternate II (Mar 2004) of 52.219-6.

— (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

— (ii) Alternate I (Oct 1995) of 52.219-7.

— (iii) Alternate II (Mar 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

— (8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4)).

— (ii) Alternate I (Oct 2001) of 52.219-9.

— (iii) Alternate II (Oct 2001) of 52.219-9.

X (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

— (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

— (ii) Alternate I (June 2003) of 52.219-23.

— (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

— (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

— (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

— (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

— (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

— (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

— (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (APR 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

— (ii) Alternate I (Jan 2004) of 52.225-3.

— (iii) Alternate II (Jan 2004) of 52.225-3.

— (25) 52.225-5, Trade Agreements (Apr 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

— (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (27) [Reserved]

— (28) [Reserved]

— (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

— (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

— (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

— (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

X (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

— (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

— (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

— (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000

(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

Any addendum to 52.212-5:

7. LH.0000-0078 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006) (WAPA, FEB 2006)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

8. LH.0000-0079 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -SENSE OF CONGRESS (WAPA 3/2004)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

9. LJ.0000-0001 LIST OF ATTACHMENTS - SERVICES (WAPA 5/96)

The following Attachments will become a part of the contract award:

A: SPECIFICATIONS (6 PAGES)

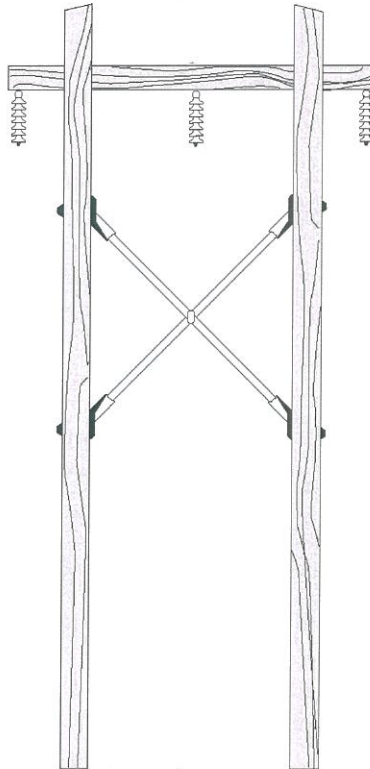
ATTACHMENT A

SPECIFICATIONS

PAGES
6



TECHNICAL SPECIFICATION FOR WESTERN AREA POWER ADMINISTRATION OPERATION AND MAINTENANCE PURCHASE OF WOOD POLES



October 2005



TABLE OF CONTENTS

	Page Number
SECTION 1--WOOD POLES	2
1.1 GENERAL.....	2
1.2 MATERIAL.....	2
1. Specifications and Dimensions.....	2
2. Class	2
3. Specie	2
1.3 INCISING	2
1.4 THROUGH-BORING	2
1.5 POLE PREPARATION	2
1. Pole Anti-Splitting Devices.....	2
2. Marking Disc Recesses.	3
3. Roofing.....	3
1.6 SEASONING.....	3
1.7 PRESERVATIVE TREATMENT	3
1. Preservative	3
2. Treatment.....	3
3. Penetration.....	3
4. Retention.....	4
5. Moisture Content.....	4
1.8 CHECKING	4
1.9 RETREATMENT	4
1.10 MARKING	4
1.11 CERTIFICATIONS	4
1. Sapwood Test.	4
2. Treatment Tests.....	4
3. Preservative Tests	5
1.12 INSPECTIONS.....	5
1.13 STORAGE, HANDLING, AND TRANSPORT	5

WOOD POLES

SECTION 1--WOOD POLES

1.1 GENERAL:

Furnish and deliver wood poles as stated in these technical specifications. Materials shall be of the type and grade most suitable for the application and shall conform to industry standards and practices. All materials shall be free from defects, of recent manufacture, and unused.

Referenced Documents:

- American National Standards Institute (ANSI) Standards latest edition, Specifications and Dimensions for Wood Poles
- American Institute of Timber Construction (AITC), AITC 114 and ANSI/AITC A190.1 Standards latest editions
- American Wood Preservers Association (AWPA) Standards latest editions

1.2 MATERIAL:

1. SPECIFICATIONS AND DIMENSIONS: ANSI 05.1, except as follows:

- (1) Spiral Grain: The maximum twist of grain that is permitted is 1/2 twist in any 18 feet of length.
- (2) Sweep: Shall be measured from the butt of the pole.
- (3) Inner Bark: All inner bark shall be removed.

2. CLASS: Shall be Class 1 or 2 unless specified otherwise with a maximum top circumference of 39 and 38 inches, respectively.
3. SPECIE: Only Pacific Coast Douglas Fir (Fir) or Western Red Cedar (Cedar) poles shall be permitted.

1.3 INCISING:

1. Incising of Fir poles may be required to meet the penetration or checking requirements of the preservative treatment. The pattern and depth of incising of the pole shall be at the option of the Contractor. Incising shall be accomplished in a manner which will not unduly damage the surface of the pole by splintering, raising the wood fibers from the surface, gouging, or loosening the sapwood from the heartwood.
2. Incising of Cedar is not required.

1.4 THROUGH-BORING:

1. The ground line area of the Fir poles shall be through-bored before treatment in accordance with the drawing 41 6106. Ground line shall be determined per ANSI 05.1.
2. Through-boring is not required for full-length treated Cedar.

1.5 POLE PREPARATION:

1. POLE ANTI-SPLITTING DEVICES: Shall be placed in pole tops before treatment and be equal to "Star Lock" which is manufactured by the Bayne Company, South 4333 Locust Road, Spokane, WA 99206.

WOOD POLES

2. **MARKING DISC RECESSES:** Shall be placed on the pole face and butt before treatment. Recesses on the face shall be placed approximately 12 feet from the butt on poles 55 feet and shorter, 14 feet from the butt on poles 75 feet and shorter, and 16 feet from the butt on poles 80 feet and longer. The recesses shall have flat bottoms, a minimum 2-inch diameter, and a depth of 1/4-inch to 1/2-inch at the recess periphery.
3. **ROOFING:** Poles shall be roofed 15° from horizontal before treatment.

1.6 SEASONING: Seasoning of Fir shall be by the Boulton drying method or a combination of Boulton drying with air seasoning or kiln drying in accordance with ANSI 05.1. Seasoning of Cedar shall be by kiln drying or a combination of air seasoning or kiln drying in accordance with ANSI 05.1.

1. The Boulton drying solution temperature shall be kept between 180°F and 220°F for not less than 24 hours to remove any incipient decay. The average moisture content using the oven-drying method of AWP in the 0.5- to 1.5-inch zone at midlength shall not exceed 18 percent after Boultonizing and prior to pressure treatment.
2. Air seasoning of Fir shall not exceed 2 years.
3. For kiln drying on Fir and Cedar, the maximum dry bulb temperature shall be increased gradually and shall not exceed 160°F and 190°F, respectively. The maximum wet bulb temperature shall not exceed 50°F, with the exception that during the first 24 hours, there is no limitation of wet bulb depression.

1.7 PRESERVATIVE TREATMENT:

1. **PRESERVATIVE:**

- (1) Preservative for Fir and Cedar shall be Oil-borne Pentachlorophenol or Copper Naphthenate meeting the requirements of AWP P8.
- (2) Oil Solvent shall be Type A and meet the requirements of AWP P9.

2. **TREATMENT:**

- (1) Fir poles shall be full length pressure-treated by an empty-cell process in accordance with AWP-C4. After pressure treatment, an expansion bath shall be performed for a minimum of 3 hours, followed by final steaming for a minimum of 2 hours, followed by final vacuum for a minimum of 2 hours.
- (2) Cedar poles shall be full-length pressure-treated or thermal-treated in accordance with AWP C4 or C8, respectively.
- (3) Poles shall be clean and dry to the touch at the time of delivery. Poles that bleed preservative, either at the plant or at delivery, shall be rejected.
- (4) All borings, except through-borings, shall be plugged with tight-fitting cylindrical wood plugs that have been treated with the preservative used to treat the pole.

3. **PENETRATION:**

- (1) For Fir poles, penetration of preservative shall be 100 percent in the ground line bored area as shown on drawing 41 6106. The minimum penetration of preservative shall be 90 percent of sapwood in all other areas where the sapwood has a minimum thickness of 7/8-inch. If the

WOOD POLES

sapwood is less than 7/8-inch thick, the pole shall be incised, and penetration of preservative shall be a minimum of 3/4-inch.

- (2) For Cedar, the minimum penetration at ground line of the pole shall be 100 percent for 1/8 to 1/2-inch sapwood thickness and 90 percent of the sapwood over 1/2-inch.

4. RETENTION:

- (1) For Fir poles, the retention of preservative shall not be less than 0.60 pounds per cubic foot for Pentachlorophenol and 0.095 pounds per cubic foot for Copper Naphthenate in the assay zone of 0.25 to 1.0-inches from the surface and in accordance with AWWA C1 and C4.
- (2) For Cedar poles, the retention of preservative shall not be less than 0.80 pounds per cubic foot for Pentachlorophenol and 0.12 pounds per cubic foot for Copper Naphthenate in the assay zone of 0.10-0.60 inches from the surface and in accordance with AWWA C1 and C4.

5. MOISTURE CONTENT:

- (1) For Fir poles, the average moisture content after treatment, oven-dry basis or toluene extraction method, of the 0.5 to 1.5-inch zone at midlength shall not exceed 18%.
- (2) For Cedar poles, the average moisture content after treatment, oven-dry basis or toluene extraction method, of the 0 to 1.0-inch zone at midlength shall not exceed 18%.
- (3) Poles shall be tested at random, after treatment, for moisture content. Measurements shall be made with a resistance type moisture meter equipped with insulated electrodes. These measurements will be taken at midpoint to a depth of 1 inch for Fir and 1/2-inch for Cedar. Poles having a moisture content in excess of that specified shall be rejected.

1.8 CHECKING:

After treatment, the surface dimension of any check shall not exceed a width greater than 1/2-inch for any 4 feet of continuous length with the exception of the top butt which must meet ANSI 05.1. If checks are separated by less than 1/4-inch, they are considered continuous.

1.9 RETREATMENT:

Pole may be retreated only once.

1.10 MARKING:

Wood poles shall be marked with two aluminum discs in accordance with 05.1. The discs shall be made of 24-gauge aluminum and shall be approximately 2 inches in diameter. The discs shall be punched for nails, placed in the marking disc recesses on the pole face and butt, and attached with two 2-inch aluminum twist nails.

1.11 CERTIFICATIONS:

As soon as practical after completion of treatment, provide one certified copy of the records or test results to the COR:

1. SAPWOOD TEST: A boring shall be made after treatment at the midpoint in each pole.
2. TREATMENT TESTS: Poles shall be inspected in accordance with AWWA M2 to assure compliance with the requirements in AWWA C4, or as specified herein. The penetration of preservative shall be tested in accordance with the requirements of AWWA A3. The retention of

WOOD POLES

preservative shall be tested in accordance with the requirements of AWP A5, Method 5, for pentachlorophenol and AWP A5, Method 7, for copper naphthenate. Borings shall not be taken in through-bored or deep-incised areas. Penetration tests shall be performed on each pole. A single boring shall be taken from each of 20 randomly selected poles to determine the retention of preservative.

Treatment test results shall show:

- (1) Compliance with applicable AWP specifications.
 - (2) Number and type of pieces per charge.
 - (3) Species of wood.
 - (4) Kind of preservative used.
 - (5) Depth of sapwood.
 - (6) Penetration obtained.
 - (7) Retention obtained.
 - (8) Moisture content after treatment.
3. PRESERVATIVE TESTS: The preservative used in the treating of poles shall be tested in accordance with AWP M2 and AWP A5 (Method 5 for pentachlorophenol and Method 7 for copper naphthenate).

1.12 INSPECTIONS:

1. Treated poles shall be inspected in accordance with AWP C1, M1 and M2.
2. Pole supplier shall lay out and turn poles as required for inspection by Western, in accordance with AWP M2, before and after treatment. Poles may be inspected by Western before and after treatment. Western reserves the right to witness tests and to approve the manner in which the tests are conducted. Furnish all test apparatus and instruments required.

1.13 STORAGE, HANDLING, AND TRANSPORT:

In accordance with ANSI O5.1 and AWP M4, tools producing a penetration of more than 1 inch shall not be used. Untreated poles shall be stacked in such a way as to allow free circulation of air around each pole.

Contractor shall be responsible for notifying Western at least 72 hours prior to delivery of poles in order that Western personnel may be made available at the delivery site for the off loading of the wood poles. The contractor shall be responsible for providing the necessary equipment for safely off loading of wood poles at each delivery site.

10. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

(a) "North American Industry Classification System (NAICS) code and small business size standard." The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) "Submission of offers." Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) "Period for acceptance of offers." The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) "Product samples." When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) "Multiple offers." Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) "Late submissions, modifications, revisions, and withdrawals of offers."

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting

Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) "Contract award (not applicable to Invitation for Bids)." The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) "Multiple awards." The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) "Availability of requirements documents cited in the solicitation."

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW

Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by:

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) "Data Universal Numbering System (DUNS) Number." (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) "Central Contractor Registration." Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(1) "Debriefing." If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

11. 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. ABILITY TO MEET DELIVERY SCHEDULE
2. PAST PERFORMANCE

Technical and past performance, when combined, are more important than price. (b) "Options." The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

12. LH.0000-0070 REQUIREMENT TO SUBMIT PROPOSALS VIA DOE INDUSTRY INTERACTIVE PROCUREMENT SYSTEM (IIPS) (WAPA, 9/2001)

(a) Offers are required to submit proposals in response to this solicitation via the Dept of Energy's Industry Interactive Procurement System (IIPS). Proposals submitted by any other means will be non-responsive and will not be considered for award.

(b) Offerors are expected to maintain and operate the necessary computer systems and services necessary to utilize the IIPS system. Operator inexperience or error, or failure of the offeror's electronic systems are not sufficient cause to allow alternate means for submitting your proposal.

(c) In the event of a Dept of Energy IIPS system outage, contact the Contracting Officer prior to the proposal due date (and time) for instructions regarding an acceptable alternate method for submitting your proposal.

13. LH.0000-0071 ELECTRONIC SUBMISSION OF DOCUMENTS VIA THE DOE IIPS SYSTEM (WAPA, 11/2002)

The following requirements apply if proposals or other documents are submitted electronically via the Dept of Energy's 'Industry Interactive Procurement System' (IIPS) or by other electronic means (e.g., electronic files on a CD-ROM):

(a) The terms and conditions contained in the 'Notice of Disclaimer' on the DOE IIPS system (agreed to when vendors register to use the IIPS system) are hereby incorporated into this solicitation/award document.

(b) Required file formats: All electronic files must be submitted in one or more of the following Microsoft Office 97 (or newer) for Windows file formats (e.g., .doc, .xls, .mdb, .ppt); portable document format (.pdf); or in the following graphic file formats (.gif or .jpg). Use whichever format is most appropriate for the type of document involved. Engineering drawings, if any, must be in AutoCAD, PDF, or in one of the acceptable graphic file formats. NOTE: if there are an inordinately large number of drawings, or if the file sizes are prohibitively large for

efficient electronic transmission, contact the Contracting Officer before the proposal due date for further instructions.

(c) Offerors are responsible for ensuring their electronically submitted files are free from viruses and are in the prescribed, readable file format. To avoid making unintentional changes to any offeror's proposal, Western will not translate files submitted in incorrect file formats.

(d) For purposes of determining the timeliness of proposal submissions, the date/time stamp (DTS) assigned by the IIPS system will be used, unless otherwise specified in the solicitation. The default IIPS DTS is Eastern Time, so proposal due dates expressed in other time zones will be converted to Eastern Time to make the timeliness determination.

(e) Electronic signatures: submission of proposals via DOE's IIPS system will constitute 'signed' copies of the required documents. The name of the authorized, responsible company official who would normally sign that document shall be entered on the signature line. In addition, the Contracting Officer may require, at his or her discretion, a signed, paper copy of each original signature page to be submitted via US Mail or by facsimile.

(f) Updates or changes to proposals or other documents originally submitted via the IIPS system must also be submitted via IIPS. In the event that a conflict or discrepancy is discovered between a paper copy of a vendor or Government document, the copy as posted on the IIPS system shall be considered the official, 'controlling' version of the document.

(g) Offerors must use discrete file names (and descriptions, where applicable) for all files uploaded to the IIPS system.

(h) Offerors agree to, and certify, that they have not made any changes to Government-originated files/documents - other than for expected signatures or fill-ins - that must be returned to the Government (e.g., Representations and Certifications). Any questions or concerns about any Government documents must be communicated directly to the Contracting Officer.

14. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) "Definitions." As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) "Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)." (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) "Taxpayer Identification Number (TIN)."

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) "Type of organization."

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

- ☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____.
- (5) "Common parent."
☐ Offeror is not owned or controlled by a common parent;
☐ Name and TIN of common parent:
Name _____.
TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) "Small business concern." The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) "Veteran-owned small business concern." [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) "Service-disabled veteran-owned small business concern." [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) "Small disadvantaged business concern." [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) "Women-owned small business concern." [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) "Women-owned business concern (other than small business concern)." [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) "Tie bid priority for labor surplus area concerns." If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) "General." The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ "Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns." The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) "HUBZone small business concern." [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern

or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) "Representations required to implement provisions of Executive Order 11246"--

(1) Previous contracts and compliance. The offeror represents that--

(i) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It /_/ has, /_/ has not filed all required compliance reports.

(2) "Affirmative Action Compliance." The offeror represents that--

(i) It /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) "Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)." (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) "Buy American Act Certificate." (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) "Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate." (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end

product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR
SINGAPORE OR ISRAELI END PRODUCTS:

Line item No. Country of origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) "Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)." If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) "Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)." If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) "Trade Agreements Certificate." (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products. Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) "Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)." (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) /_/ Are, /_/ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) /_/ Have, /_/ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) /_/ Are, /_/ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for "Listed End Products (Executive Order 13126)." [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) "Listed end products."

Line End Product	Listed Countries of Origin
------------------	----------------------------

(2) "Certification." [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.] [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs /____/. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

